

1850  
June 2

May 21

June 2



To the Hon. H. S. K. Merison Judge of the  
Circuit Court of Lee County Virginia:

Humbly complaining your Orator Alexander  
M. Ely who sues for the benefit of Henry B. Joslyn  
would respectfully represent, that heretofore he  
bargained and sold, and by deed dated the  
9<sup>th</sup> day of Feb. 1885 he conveyed to One James  
R. Ely a certain tract or parcel of land supposed  
to contain 60 acres lying and being in said County  
of Lee in the neighborhood of Wesley Chapel about  
four or five miles South West of Janesville, and on  
the north side of Powells river, and  
deed is herewith filed as a part of this bill marked  
(A B) and by reference thereto it will be seen, that  
your Orator reserved to himself therein, the vendor  
lien for the unpaid purchase money

Your Orator further states, that the said James  
R. Ely on the 25<sup>th</sup> day of January 1884 executed  
to him his two bonds under seal for the sum of  
\$350.00 in the aggregate: One of which bonds is for \$200.00  
and the other is for \$150.00 aggregating as aforesaid  
and these bonds are herewith exhibited as a further  
part of this bill, marked (A C) and A D,

By the first of said bonds, the said James R. Ely  
on the 25<sup>th</sup> day of January 1884 bound himself his heirs  
&c to pay to your Orator, on the 25<sup>th</sup> day of January 1886



the sum of \$200.00 with legal interest thereon from said 25th day of January 1884 till paid for value received in land, And by the second of said bonds, the said James R Ely bound himself heirs &c. to pay to your Orator on the 25th day of January 1887 the sum of One hundred and fifty dollars for value received of him in land with interest thereon from said 25th day of January 1884 till paid;

Your Orator states that each and every part of said two bonds is now due and owing to him no part thereof ever having been paid by the said James R Ely or any one else either to your Orator or the said Henry B. Joslyn to whom the same is now due and owing.

Your Orator further states that by deed dated May the 19th 1886 the said James R Ely, wife undertook to, and did convey unto Henry J. Morgan trustee the tract of land so conveyed by your Orator to said Jas. R. Ely, in order to secure to John B. Hygal the sum of \$600. for debts assumed by him for said Ely, and this original deed of trust is herewith filed as part hereof marked (A E)

Your Orator is advised that said \$350.00 with the interest which has accrued thereon, constitutes and is a paramount lien on said land, and



that the same must be first paid in full, before  
the said Wygal can get any thing, and that  
said Wygal can only get so much of the proceeds  
of the sale of said lands, as may remain after  
the payment of the purchase money due your  
orator for the use and benefit of said Joslyn.

Your Orator is further advised that under the  
facts of the case a court of Equity will decree  
the sale of said land and apply the proceeds of the  
sale thereof, first to the payment of the debt &  
interest due your Orator, and the residue, if any,  
to said Wygal, and to attain that end is the object  
of this bill.

The premises considered your Orator prays  
that said James R. Ely, John B. Wygal and Henry  
J. Morgan be made defendants to this bill and  
be required to answer the same fully in Oath,  
and upon a hearing of the cause a decree be  
rendered in favor of your Orator against said  
James R. Ely for said sum of \$350.00 with interest  
thereon from the 25th day of January 1884 till paid  
and the cost. And that said tract of land be decreed  
to be sold to pay the same. And if mistaken  
in this his special prayer then your Orator prays  
for all general relief, May the Commonwealth's  
writ of Habeas Corpus be directed &c.

H. J. Morgan for Peff



6.31. to Mr. 1888  
S 1.50  
A 15.00  
Estimate 5.00  
\$27.81

<sup>1888</sup>  
Alexander M Ely for

as } Orig-Bill

James R Ely sul

1888. Prob Bill Filed Spd

Executed and Directed

" Mr. D. N. Condit & Cause  
set for hearing.

" App. Dene Condit

Augt. Dene Condit  
of sale & hearing clud.

" Dene final & Dene confd.



\$200.

On the 25 day of January 1886. I bind myself my heirs &c to pay Alex. McEly Two hundred dollars with interest from date, For value received in land which said Alex. McEly secures to me by title bond of date Jan'y 25<sup>th</sup> 1884, and said land stands bound for the purchase money. Witness my hand and seal This 25 day of Jan'y, 1884.

James R. Ely Seal

\$175.

On the 25 day of January 1887 I bind myself my heirs &c to pay Alex. McEly One hundred & fifty dollars with interest from date for value received in land which said Alex. McEly secures to me by title bond of date 25 Jan'y, 1884, and said land stands bound for the purchase money. Witness my hand and seal This 25 day of Jan'y, 1884.

James R. Ely Seal



I hereby sign over the  
within note for value  
received of W. H. G. Galt  
Feb. 25<sup>th</sup> 1885.

Alex M. Ely.

Jas R. Ely  
To note \$ 200<sup>00</sup>  
Given Jan. 25<sup>th</sup> 1886.

Alb

Jas R. Ely  
To note \$ 150<sup>00</sup>  
Given Jan. 25<sup>th</sup> 1887.

Ad.

I hereby sign over the  
within note for value  
received of W. H. G. Galt  
Feb. 25<sup>th</sup> 1885.  
Alex M. Ely.



Alexander M Ely for vs. Peff

vs.

Lucy

James R Ely and

Defto

This cause came on to be finally heard on the papers heretofore read in the cause, and the report of Special Commissioner H J Morgan filed in the cause, during the present term showing the execution of the deed in conformity to a former decree in the cause, and was argued by counsel, and said report and deed being accepted to the consideration thereof It is adjudged ordered & decreed that the said report and deed be and are hereby confirmed And no further action being necessary in the cause, the parties are hence dismissed and the cause stricken from the docket.



Alexander M. Ely pro

vs  $\frac{2}{3}$  Decm No. 3 final

James R. Ely tal  
Entered Page 133

Entered this  
Sep 5 1888  
H. S. 10711



A M Ely for or.

Peff

vs.

In Ely

Jas R Ely & al

Defd

This cause came on again to be further heard on the papers heretofore read in the cause, and the report of Henry J. Morgan Special Comr. dated and filed in the cause July 10 1888. Showing the sale of the tract of land in the bill mentioned, and was argued by counsel. And the said report being unaccepted to. On consideration of all which It is adjudged ordered and decreed that said report and the sale therein in all things be and the same is hereby confirmed. And pursuant to the suggestion contained in said report. it is further adjudged ordered and decreed that H. J. Morgan who is made a Comr. for the purpose do convey by proper deed the 60 acre tract of land in the bill mentioned to the Peff A M Ely retaining the vendors lien therein for the unpaid purchase money, with covenants of special warranty. He will report his action to the court and the cause is continued.



A M Ely for

at  $\frac{2}{3}$  Dec 10, 2

for R Ely out

Entered Page

Hy

Enter this

Sept 24 1888

H. S. M.



Alexander M. Ely for +. Poff  
vs.  
James R. Ely + others Defts } In Lelij

This cause came on this day to be heard on the bill of the Poff and exhibits therewith taken for confessed by all the defendants, and was argued by counsel and it appearing to the court that the two bonds sued on, constitute a lien for unpaid purchase money on the tract of land in the bill mentioned and that the Vendor lien therefor has been reserved by the Poff in his deed of conveyance to said James R. Ely for said land. On consideration of all which it is adjudged ordered and decreed that the plaintiff for the use and benefit of H. C. Joslyn recover against James R. Ely the Vendor of said land, the sum of \$350.00 with legal interest thereon from the 25th day of January 1884, till paid and the cost of this suit and unless the sum thus decreed the plaintiff be paid him within 10 days from the rising of the court, then it is further adjudged ordered and decreed that the tract of land in the bill mentioned be sold and the proceeds applied - first to the payment of the debt above decreed the plaintiff and the cost, and secondly such sum as may remain be paid the debt John B. Waggall not however to exceed the debt due him, At such sale one third together with the cost of suit and sale shall be required to be paid in hand, and the residue in 6 or 12 months time with interest from day of sale, and the purchaser required to give bond with good security for the



deferred payments. Said sale shall be made at public  
 Auction to the highest bidder at the front door of the  
 Court House of Lee County on some court day after due  
 notice shall have been given 30 days prior thereto show-  
 ing time terms and place of sale and Henry J. Morgan  
 is appointed a Special Comt. to Execute this decree. Who  
 before doing so is required to give bond before the clerk  
 of this court with good security in the penalty of \$700.00  
 with condition faithfully to account for all money he  
 may receive in the cause & he will report his action  
 to the court and the cause is continued

Alexander M. Ely for

as Decree No 1

James R. Ely vs

Robert M. Ely vs

page 115

J. R. Ely & Co

Enter this  
 April 30 1888.  
 H. J. Morgan



Alexander M. Ely for & Poff }  
 vs. } In Ely  
 Jas R. Ely others } Defts

Recd of H J Morgan Cont. in said cause Seven dollars  
 and fifty eight cents the fees due me as clerk in said  
 cause July 10 1888

J. A. G. Hyatt c.c.

Recd of H J Morgan Cont. as above One dollar and fifty  
 the sheriffs fees in said cause July 10 1888

R. D. Belamary S. L. C.

Recd of Henry J Morgan Cont. as above, One Hundred &  
 forty Seven dollars and 74 the one third part of the debt  
 due me in said cause the same being the cash payment  
 and I have also received of him two notes of One Hundred  
 and forty Seven dollars and 74 cts each on A M Ely and  
 A B. Munnery bearing interest from July 3 1888 and one  
 of them payable in 6 and the other in 12 months from  
 July 3 1888 and these constitute the full amount due  
 me in said cause.

July 10 1888  
 Henry C. Foslyn



Alexander M Ely for &c. Peff }  
Or } In Ely  
James R Ely others Defts }

To the Hon H. S. K. Morrison Judge of the Circuit  
Court of Lee County Virginia:

Pursuant to your decree entered in this cause on the  
third day of April 1888 after giving the bond required  
thereby and after having advertised the time, terms &  
and place of sale as directed thereby, the undersigned Special  
Comm. proceeded at the front door of the Court House of Lee  
County on the 3rd day of July 1888 that being county court  
to sell the 60 acre tract of ~~the~~ land in the bill mentioned  
on the terms prescribed by said Decree. When the Peff. Alex.  
M Ely offered for said land the sum of \$488.94 and this  
being the highest and best price offered thereof he the said  
A M Ely became the purchaser thereof at said price.

Said Ely thereupon paid me one third part of the debt due  
and the cost of suit and sale, amounting to \$191.96 and  
he with A B. Mummy as his surety (whom I regard as good)  
thereupon executed to me as Comm. their two bonds for \$147.74  
each, bearing interest from day of sale, the first due and  
payable 6 months from date, and the other in 12 months.

This sale I regard as a fair one and think the same  
should be confirmed.

The peff having sold the debt to H. B. Joslyn for whose benefit  
this suit was brought, he was therefore bound to see that the  
land brought the amount of the debt due, and since his  
purchase thereof:

The Peff having paid in cash the costs of suit and sale.



and an third part of the debt amounting to \$147.74 The said Beneficial plaintiff H. C. Joslyn is willing to accept of me as cash said two notes, and I have therefor turned them over to him and taken his receipt therefor together with the one third part in cash. and I have paid out the costs to the parties entitled thereto and taken receipts for the same, which are hereto attached and this being a complete account of this entire transaction is shown in the following tabular statement.

To this sum being the gross amount of said sale	488 04
By 5 per cent com on \$300. returned	15 00
By 2 per cent " on residue of \$167.32 returned	3 74
By attorney's Tax fee returned	15 00
1 By this sum paid John A. G. Hyatt clerks fees.	7 58
2 By " " " R. D. Flannery Sheriff "	1 50
By this sum for making deed to Peff returned	2 00
3 By this sum paid H. C. Joslyn in cash	147 74
By " " " " " Sum two notes as cash	295 48 48 04

Thus it is seen that I have paid all the costs, and have paid to Capt Joslyn the Beneficial plaintiff the full amount of the debt decreed the Peff

The said land having been sold to pay the purchase money and only brought enough for that purpose. the wife of James R. Ely can not be entitled to a contingent right of dower.

The plaintiff having paid nearly 2/5 of the purchase of the land it seems to me it would be safe for him to have a deed of conveyance for the land by reserving the vendors lien therein for the unpaid purchase money

Respectfully Submitted

Henry J. Morgan Special Com  
July 10 1888



A. M. Ely for or

vs } Com. Report of Sale

for R. Ely vs al

Filed July 10 1888

J. H. Smith & Co

Confid. Sept 4/88 San Diego 107



Alexander M Ely for or.

Plff

vs.

James R Ely wife & al Defts

In Ship

To the Hon H. B. K. Morrison Judge of the Circuit  
Court of Lee County Virginia

As directed by your decree entered in this cause on  
the 4<sup>th</sup> day of Sept 1888 I have made executed & acknowledged  
for record a deed conveying to A. M. Ely the tract of land in  
the bill and proceedings mentioned with covenants of Special  
Warranty. reserving therein the Vendor's Lien for the unpaid  
purchase money which deed is herewith submitted for your inspection

Respectfully Submitted

Henry J. Morgan Special Comr.

Sept 5 1888



Alexander M. Ely Jr.

101.  $\frac{5}{3}$  Court Report of deed

James R. Ely & Co.

Filed Sept. 5th 1888.

Confirmed Sept. 5th 1888. See Deed 103



60 acres to be sold.

Alexander M. Ely James R. Ely }  
25. }  
James R. Ely }  
Diet. }

Balance in favor of J. H. Smith	25.54	555.55
Interest on same to June 5, 1888		71.55
July 3 1888		1.75
Sub total of Cash Sent	27.81	423.33

~~451.~~ 14 ex  
of 600.

Field 5 per centum, 1831.	15.11
" " " " " 151.14	302 4583

One third of suit sum is \$141.11  
Cost of suit + loan 45.83

Bancro & Ely vs. Robbins dec'd dec. Dec. 5 1887	\$22.42
Interest to July 3 1888.	78
Costs of suit	<u>27.61</u>
	50.81



Herbert H. Byrd

Stamilton

Stamilton



THIS DEED, made this 19<sup>th</sup> day of May 1886, between  
James R Ely & Sarah C. Ely of the first  
part and H. J. Morgan trustee of the second part  
both of the County of Lee, State of Virginia :

WITNESSETH, that whereas, the said James R. Ely & Sarah C. Ely  
being justly indebted to Jos B. Mygal in the full sum of  
six hundred dollars ~~debts~~ which the said Jos B. Mygal this day  
assumed to pay for the said Elys ~~day of~~ 188 and due and payable  
James R & S C. Ely being willing and anxious to secure to  
said Jos B. Mygal the payment of said debt with interest and  
cost, and in consideration of the premises and of one dollar in hand paid, the receipt of which is  
hereby acknowledged the said James R & Sarah C. Ely  
doth by these presence give, grant, bargain, sell, deliver, and convey unto said H. J. Morgan  
trustee as aforesaid, a certain tract or parcel of land, lying  
and being in said County of Lee and About 6 Miles from  
Jonesville Va and lies on the north side  
of Powells River and contains about 60 acres,  
and is bounded as follows  
and to wit Beginning at a stake at the  
Wards corner, thence S 40 3/4 poles to a large  
sarsaparilla on the north Bank of Powells River  
thence up the said river as it remains at  
S 8 E 5-8 poles to a stake, thence N 34 E 24 poles  
to a stake, thence N 9 E 28 poles to a stake thence  
North 12 E 44 poles to a large poplar & a small  
ash (poplar now down) on the north Bank of  
said river thence up said river with its run  
and to a Beech & Laurel said wards  
corner, thence S 47 W 124 poles with said  
wards line to the beginning, it being the  
same land indebted to said J R Ely, by  
Almy M. Ely on 9<sup>th</sup> day of July 1884



To have and to hold said tract or parcel of land with all its appurtenances unto the said H. J. Morgan and his heirs forever, and the said J. R. Ely & Sarah C. Ely covenants that they will warrant generally the title to the land hereby conveyed.

IN TRUST:— Nevertheless this conveyance is to be void if the said J. R. Ely & Sarah C. Ely shall on or before the 1st day of July 1887 pay or cause to be paid to the said Jos B. Mygale the said debt, interest and costs of drawing and recording this deed, but if default be made in the payment of said debt, interest and costs, or any part thereof at the time aforesaid, then full power and authority is hereby given and granted to said H. J. Morgan to proceed to sell said tract or parcel of land for cash in hand to the highest bidder at public sale at the front door of the court house on some court day, after the same shall have been advertised thirty days prior thereto, showing time, terms, and place of sale, and out of the proceeds of said sale said Morgan will retain 5-per-centum commission for his trouble in the premises. He will then pay to the said Jos B. Mygale whatever of said debt, interest, and cost may be then due him, and the residue if any he will pay to the said J. R. & S. C. Ely. Witness the following signature and seal.

J. R. Ely [SEAL.]  
Sarah C. Ely [SEAL.]

VIRGINIA, LEE COUNTY—TO-WIT:

I John R. Gibson do certify that J. R. Ely

whose name is signed to the foregoing deed, dated May the

19th 1886, personally appeared before me in said county and acknowledged said writing to be his act and deed. Given under my hand this 21st day of May 1886.

John R. Gibson [SEAL.]

VIRGINIA, LEE COUNTY—TO-WIT:

I John R. Gibson do certify that Sarah C. Ely the wife of J. R. Ely

whose names are signed to the foregoing deed

dated May the 19th 1886

personally appeared before me in the county

aforesaid, and being examined by

privily and apart from her said husband

and having the deed aforesaid fully explained to her declared

that she had willingly signed and executed the same and

did not wish to retract it. Given under

hand and seal this the 21st day of

May 1886.

John R. Gibson [SEAL.]



(271)  
H. J. Morgan Trust  
Fund of Dead Trust

James P. Ely wife  
Recorded in Aud  
Book 702 Page 458  
J. K. Gibson clk

(A5)

4 1,000 Tax Paid  
C. 125-  
2,25-



Mr B. Wyke  
from the reed lust.

J. R. Ely et al

May 1874



Know all men by these presents,  
that we Henry J. Morgan<sup>Esq</sup> & J. A. G. Hyatt  
are held and firmly bound unto the  
Commonwealth of Virginia in the sum  
of Seven Hundred (700) Dollars, and  
for the prompt payment thereof well and  
truly to be made unto the said Commonwealth,  
we each bind ourselves heirs &  
and we as to this bond waive our  
Homestead exemptions, witness  
our hands and seals this 8<sup>th</sup> day  
of May 1888.

The Condition of the above obligation is such that whereas the above  
bound H. J. Morgan was, by a decree  
entered on the 3<sup>rd</sup> day of April 1888, in  
the Chancery Cause of Alex. M. Ely  
vs James R. Ely et al, appointed  
a Commissioner and directed to  
sell certain lands mentioned in  
the Bill - Now therefore should  
the said H. J. Morgan promptly  
perform the duties assigned him  
and justly account for all sums  
of money he may receive as  
such Commr. then this obligation to  
be void otherwise to remain in full  
force -

Henry J. Morgan<sup>Esq</sup>  
J. A. G. Hyatt<sup>Esq</sup> County Clerk



Alex. M. Ely for &c

as  $\frac{4}{3}$

couros

Bondy

James B. Ely et al

Filed May 8<sup>th</sup> 1888

J. A. Hyatt



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*James R. Bly, John  
B. Hyatt & Henry J. Morgan.*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday  
in *February* next, being rule day to answer a bill in Chancery exhibited in our said Court

against

*them* by *Alexander M. Bly*  
*for the benefit of H. L. Joslyn.*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *17<sup>th</sup>* day of *January* 188*8*, in the 11*2* year of the Commonwealth.

*J. A. G. Hyatt* Clerk.

A Copy Teste



(H. M.)  
A. M. Ely. for &c.  
vs. 3 Epa. in Chcy.  
James R. Ely et al

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To Feb. Rules 1888

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Executed by  
delivering an office  
copy of this Summons  
to James R. Ely  
John B. Wygal  
and Henry J. Morgan  
Jan 14-28. 1888  
R. D. Glanary SS for  
S. H. Ewing S. S. C

Sheriff \$1.50 C